

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Kellum W. Allen,

Plaintiff,

v.

Ann Marie Watson,

Plaintiff.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Civil Action no. 2024-CP-40-00827

AFFIDAVIT OF DESA BALLARD

Personally, appeared before me, Desa Ballard, who being duly sworn, deposes and says that:

1. I am over the age of eighteen (18) years, of sound mind and am competent to state the matters set forth herein.
2. I am a member of the South Carolina Bar, having been admitted in 1983, S.C. Bar No. 498. I am also member in good standing of United States District Court for the District of South Carolina (1984), the Fourth Circuit Court of Appeals (1984) and the United States Supreme Court (1987) and numerous other jurisdictions as listed on my CV, attached as **Exhibit A**.
3. My practice focuses on defending lawyers in disciplinary and legal malpractice matters. I also teach students and lawyer groups frequently on issues related to legal ethics in South Carolina. I have been recognized as an expert by Courts in South Carolina on subjects including legal ethics, professional responsibility and legal malpractice.
4. My interest in professional responsibility and ethics arose while I was clerking for the late Chief Justice Ness at the South Carolina Supreme Court from 1985-1987. In South Carolina, licensure and discipline of attorneys is a function of the Supreme Court, not the state Bar or another agency. My clerkship with the Chief Justice included dealing with a

large number of attorney disciplinary matters which generated my interest and led me to focus on professionalism and obligations as an area of professional interest. As soon as I left the employment of the Chief Justice in 1987, I sought out and became involved in national organizations which focus on professional responsibility and ethics to better educate myself on this specialty area. I elected to focus my practice in that area and have done so for more than thirty-five (35) years, representing lawyers, judges, law firms, and persons seeking admission to the Bar and litigation regarding law firm break-ups, associate departure and related matters.

5. I have testified as an expert witness at trial on issues related to legal ethics and professional responsibility in approximately twenty (20) cases, and have independently consulted with hundreds of lawyers regarding potential cases they are reviewing including affidavits in support of lawsuits as required by S. C. Code §15-.
6. I was retained by Robert Wood to review materials relevant to this dispute and to offer my expert opinion as to the conduct of Plaintiff Kellum Allen with respect to transactions between him and Defendant Ann Marie Watson. I have reviewed a significant number of materials, but am receiving more as they become available. I hope to continue to receive more as litigation proceeds. I reserve the right to amend the opinions set forth herein as more information becomes available.
7. The duty of an attorney to a client is relatively sacred. The attorney must always place the client's interests above his own. That is not attenuated when the attorney and the client have a familial connection; in fact, it likely increases the duty owed to the client, because the two have some personal connection that predates the representation.



8. Once an attorney begins representing a client, the attorney becomes subject to the highest duty of loyalty to the client, notwithstanding any prior relationship of any kind, familial or otherwise, that may have existed between them. From my review of the documents¹ in this matter, including the amended answer with counterclaims filed on June 12, 2024, it appears that Kellum Allen began representing Anne Marie Watson in connection with a domestic matter in the Spring of 2016, when he began to advise her on matters related to her separation from her now-former husband.²
9. From my review of the documents and information received from Mr. Wood, I assume the following to be true.
10. Plaintiff represented Ann Marie in a domestic matter, including a divorce from her now ex-husband, with representation lasting approximately one year. The initial representation continuing uninterrupted from June 2016 when the parties to the domestic action finalized a marital settlement agreement dated June 29, 2017 which finally settled all property distribution issues between the parties. The divorce decree is dated June 30, 2017.
11. Plaintiff became intimately familiar with Ann Marie's real estate in Richland County, in the Blythewood area, during his representation in the domestic matter. Copies of the deeds, including the deed to Ann Marie of the 17.51 acres which contains a deed restriction

¹ Among the documents I have reviewed are deeds, materials that are identified as the domestic file maintained by Kellum Allen, a copy of the family court file from Greenville Family Court and other documents provided by Mr. Wood's office that I am informed and believe have been obtained by subpoena.

² The fee agreement is dated May 15, 2016, although Ann Marie's signature is dated September 1, 2016. The scope of the representation was "domestic action" as it related to Ann Marie's separation and divorce from Charles Watson. While the last billing entry in the file is in 2017, there is clear evidence in the form of text messages that Plaintiff was still representing Ann Marie in the domestic matter in 2021 as to an equitable distribution adjustment when Plaintiff brought up the possibility of Ann Marie entering into a land option contract with him for the 17.51 acres in Blythewood.



for an animal burial site to remain on the property in perpetuity, are in Plaintiff's domestic file for Ann Marie.

12. The marital settlement agreement as to equitable distribution provided for several transactions to occur in the future, as properties were sold and businesses owned by the husband were subjected to valuation.³ I am informed and believe that Ann Marie and her ex-husband attempted to distribute the assets in accordance with the settlement agreement.
13. Plaintiff reviewed the status of the parties' performance of their obligations under the family court settlement agreement in March 2020, shortly after COVID was expected to affect the ex-husband's finances. An email from Plaintiff to Ann Marie dated March 26, 2020, demonstrates Plaintiff's knowledge of that.
14. Documents produced from NAI and Mungo Homes reflect that Plaintiff and his family began marketing their real property in the Blythewood area, adjacent to Ann Marie's property, in early 2021.
15. By deed dated June 26, 2021, Ann Marie sold a piece of her Blythewood property to her sister, and Plaintiff and his wife were witnesses on the deed. The deeds state the location of the property, the acreage, and the sale price.
16. In April 2022, Ann Marie's ex-husband notified Ann Marie that he believed Ann Marie had been overpaid for her share of the equitable distribution. Plaintiff resumed representation of Ann Marie for purposes of verifying whether the ex-husband's claim was valid and then working out an agreement for repayment to her ex-husband. Plaintiff

³ Ann Marie's inherited property in Blythewood including the 17.51 acres which Plaintiff later attempted to option, was treated as marital property subject to equitable distribution and was listed among the assets that were used to allocate marital assets. Plaintiff's file from Ann Marie's domestic action does not reflect that any appraisals were done of Ann Marie's Blythewood property, and it was valued at \$295,000.00 by agreement of the parties. No consideration seems to have been made of the possibility that this property was separately owned property, inherited by Ann Marie and not subject to equitable distribution nor does there appear to be any analysis of whether the property was transmuted into marital property.



continued to represent Ann Marie as counsel worked out a methodology for Ann Marie to pay back the overage to her ex-husband.

17. On April 20, 2022, Ann Marie asked Plaintiff if she could keep him on retainer for miscellaneous legal issues that arose from time to time, including the claim by her ex-husband that the equitable distribution from their divorce needed to be adjusted because Ann Marie had been overpaid. On information and belief, Plaintiff responded that a permanent retainer was unnecessary because they were family and he would always provide legal services to Ann Marie when necessary.
18. From April 2022 through September 20, 2022, Plaintiff acted as Ann Marie's attorney in reaching an agreement with Ann Marie's ex-husband and the ex-husband's attorney to adjust the equitable distribution payments from the original divorce.
19. During the renewed representation in the domestic matter, and before the renewed representation concluded, in June 2022, Plaintiff asked Ann Marie if she would consider allowing him to take an option on real property that Ann Marie owned in Richland County. Over the course of several conversations, while the attorney-client relationship was still in existence, Plaintiff prepared a land option contract agreement which purportedly gave him an option to purchase a 17.51-acre tract of real estate in Richland County owned by Ann Marie that was part of her historic family farm.
20. Ann Marie had taken title to the 17.51 acres in Richland County by deed from James K. Mullis in 2010. The transfer of the property occurred by deed recorded in Richland County Book 1656 at page 1320. The deed contains the following deed restriction: "Grantee agrees that the old animal burial site. . . is to be protected forever. The old animal



burial site is never to be divided and no structure is ever to be built upon it.” This deed is in Plaintiff’s file for Ann Marie’s domestic action.

21. Documents reflect there were discussions between Plaintiff and Ann Marie regarding the 17.51 acres prior to July 2022.
22. Plaintiff and Ann Marie spoke by telephone the evening of June 15, 2022 and Plaintiff expressly told Ann Marie he wanted the option so he could purchase her 17.51 acres for himself personally. On information and belief, he intentionally withheld information related to his current marketing of the property and the proposed deal with Mungo Homes that would include Ann Marie’s 17.51 acres. Plaintiff also knew that Ann Marie’s ex-husband was demanding money from Ann Marie based upon the allegation he had overpaid his equitable distribution to Ann Marie.
23. By email on June 27, 2022, Ann Marie sent to Plaintiff a “platt” that shows the location of the “animal burial site.” On the plat, Ann Marie used a highlighter to show Plaintiff where the animal burial site existed. This is evidence that Ann Marie expressly told Plaintiff that the property had a deed restriction that required the animal burial site to be protected in perpetuity. Plaintiff of course was aware of that because a copy of the deed with deed restriction was in his possession from the domestic representation.
24. Based upon a chain of emails among Plaintiff and Ben Kelly from NAI Columbia and an agent of Mungo Homes on July 27, 2022, all were aware of the deed restriction regarding the animal burial site before Plaintiff sent a proposed land option agreement to Ann Marie and both possessed copies of the deeds with the animal burial site and timber rights. Plaintiff did not disclose to Ann Marie that he had pending plans to sell her 17.51 acres to Mungo Homes as part of a larger land deal for a high-density residential development he



had worked out for himself and his siblings for sale to Mungo Homes. On July 27, 2022, Ben Kelly of NAI Columbia advised Bill Dixon of Mungo Homes that “Kellum . . . has discussed with her and should make her an offer to option for 18 months this week. Attached is a preliminary title as to horse graveyard. . .”

25. Plaintiff asked Ann Marie what she would accept by way of sales price for the 17.51 acres and she estimated a sales price. There is no evidence Ann Marie’s Blythewood property was valued during the domestic action (the value on the financial declarations was by agreement), and Plaintiff was aware of the amount that Ann Marie had agreed to accept for the sale of her 11.28 tract to her sister in 2021, since Plaintiff and his wife were witnesses on the deed. Plaintiff also notarized the affidavit of consideration on the deed. Before responding to Plaintiff’s request for her asking price, Ann Marie looked at some other property as “comparables,” but she had no knowledge or expertise in that area, and Plaintiff knew she was not a real estate professional. She also did not know about Plaintiff’s plan to resell the property for a high-density residential development.
26. On August 5, 2022, Plaintiff asked his agent Ben Kelly at NAI Columbia for a sample of an option contract, and it was provided to Plaintiff the same day. The option contract that Plaintiff prepared for the option on Ann Marie’s 17.51 acres was far less sophisticated than the sample option Plaintiff obtained from NAI Columbia.
27. It should have been apparent to Plaintiff that Ann Marie was emotionally attached to the real estate and not capable of objectively negotiating an arm’s length transaction regarding the tract, especially when Plaintiff was continuing to represent Ann Marie regarding equitable division of assets from her divorce action and not disclosing to her his ultimate plans to enrich himself and his family through the Mungo Homes transaction.



28. At no time did Plaintiff advise Ann Marie to seek independent advice regarding the value of her land, the legal issues involved with her attorney entering into a business transaction with his own client, the fairness to Ann Marie of the option contract or what effect sale of the 17.51 acres would have on the remaining real property that Ann Marie owned in the area. He also did not disclose his plans of a sale of property to Mungo Homes for a high-density residential development, which would include her 17.51-acre tract. He did not advise Ann Marie to seek accounting assistance to determine what steps, if any, she could take to best grant an option on the 17.51 acres, *i.e.*, individually or through an LLC. It is undisputed, however, that Ann Marie informed him of the protected nature of the animal burial site on the 17.51 acres and that Plaintiff disclosed that to his real estate broker and to Mungo Homes. It is also undisputed that Ann Marie intended that any sale of the 17.51 acres that might occur in the future must contain the deed restriction regarding the animal burial site.
29. Ann Marie expressly told Plaintiff that, if he exercised the Land Option contract, Ann Marie planned to use the proceeds of the sale to preserve the nearby Crankfield cemetery.⁴
30. Ann Marie received the land option contract from Plaintiff via United States mail on or about August 11, 2022. Believing Plaintiff was acting in her best interests as he was still her lawyer, Ann Marie followed the instructions Plaintiff set out in his letter, and she signed the Land Option contract and returned it to Plaintiff via U.S. Mail on August 15, 2022.

⁴ Crankfield Cemetery was established in the 1800s and is located near the property which is the subject of this action. The cemetery was originally in Fairfield County, but lines were redrawn in 1913 and the land was identified as being located in Richland County.



31. Plaintiff did not explain relevant legal terms to Ann Marie in connection with the Land Option contract, including “fee simple” and “general warranty deed,” nor did he explain to her that signing the Land Option contract as he prepared it was intended to give him unrestricted and irrevocable ownership and control of the subject property, to do with what he pleased including commercial development, and that Ann Marie had no recourse or ability to prevent him from taking action that was in direct contravention of the restrictions placed upon the transaction or the deed restriction in the deed to Ann Marie in 2010 regarding the animal burial site. Plaintiff also did not disclose to Ann Marie that the land option was assignable.
32. Without disclosing material information to her or advising Ann Marie to consult with independent counsel, Plaintiff prepared a proposed written land option which gave him the contractual right to purchase from Ann Marie the 17.51-acre tract no later than February 15, 2024. Ann Marie was paid \$500.00 as the price for the option, but Plaintiff asked Ann Marie to retain the money and isolate it from Ann Marie’s funds so that it could be refunded should Plaintiff decide not to exercise the option. Plaintiff failed to make any provision for preservation of the animal burial site. Plaintiff did not advise Ann Marie to get any independent consultation regarding the transaction, and omitted any provision which required him or his assignee to pay property taxes on the property during the term of the option. The land option contract left all the burden of ownership on Ann Marie.
33. The handling of the option price as dictated by Plaintiff to Ann Marie means there was no consideration of any kind paid to Ann Marie for the August 2022 land option agreement prepared by Plaintiff because Ann Marie did not receive the \$500.00 in an unrestricted fashion. She was not allowed to exercise dominion over the money, and therefore it was



of no value to her. In my professional opinion, the land option contract is void as against public policy as the product of a breach of fiduciary duty and over-reaching by Plaintiff as to his obligations to Ann Marie.

34. Plaintiff notified NAI Columbia via email on August 18, 2022 that he had received Ann Marie's signed option contract "yesterday." At 1:36 pm, Ben Kelly at NAI Columbia responded, "Great work" and he requested a copy of the option contract.
35. Ann Marie owns other real property in the vicinity of the 17.51 acres that is the subject of the Land Option contract, and Plaintiff failed to advise Ann Marie to get independent real estate consultation and advice regarding the effect of a transfer of the 17.51 acres with unrestricted development on the remaining real estate owned by Ann Marie in the area.
36. Ann Marie did not seek independent counsel to protect her interests in connection with the land option contract, because she believed Plaintiff was representing her and acting in her best interests in connection with the transaction.⁵ Instead, Plaintiff was withholding critical information regarding his plans for the property in order to take advantage of his client Ann Marie.
37. I am advised that Plaintiff agreed with Ann Marie to ensure that the animal burial site would be preserved in the event the property was developed in the future but took no action in connection with land option contract, or otherwise, to include the restriction to which he had promised to Ann Marie he would honor.

⁵ Since Plaintiff did not disclose his plans with NAI and Mungo Homes, Plaintiff prevented Ann Marie from being able to independently seek advice on her own regarding the effect of selling her 17.51 acres or the value of her land.



38. Ann Marie asked Plaintiff for legal advice regarding her father's timber rights on the property prior to executing the land option contract, and Plaintiff provided her with legal advice regarding her father's entitlement to timber on the property after sale.
39. The preservation of the animal burial site was a material term of Ann Marie's agreement to enter into the land option contract. However, Plaintiff did not include any reference to this restriction in the land option contract that he prepared and did not advise Ann Marie that failure to expressly address the issue in the land contract made the deed restriction likely unenforceable as to him or any other assignee. The email chain among Plaintiff, his real estate agent and Mungo Homes reflect that Mungo Homes took some steps to inquire into the enforceability of the deed restriction regarding the animal burial site.
40. Documents reflect Plaintiff and two of his family members entered into a series of transactions for Plaintiff to obtain the option on Ann Marie's land and, in conjunction with sale of real property Plaintiff and his family owned personally, resell the land for residential development to Mungo Homes for a housing development, which would result in a substantial profit to Plaintiff and members of his immediate family. It actually appears Plaintiff proposed including Ann Marie's 17.51 acres in his proposed deal with Mungo Homes before he ever brought up the subject of taking an option on Ann Marie's property.
41. In February 2023, Ann Marie learned there was the possibility of a Mungo Homes development going in near her property in Blythewood. She contacted Plaintiff, who delayed but finally divulged the development of 500 home on 350 acres and his pending deal with Mungo Homes, which included Ann Marie's 17.51 acres.
42. In 2023 Plaintiff continued his efforts with others, including members of his family to attempt to enforce the illegal land option contract and retained counsel to represent him.



At all times, Plaintiff had to know that the land option contract was against public policy, as the product of an unfair business transaction between a client and her lawyer the result of duress, and a violation of his fiduciary duties to Ann Marie.

43. Ann Marie immediately revoked any legal effect of the land option, and on April 5, 2023, Plaintiff advised Mungo Homes that Ann Marie would no longer cooperate with the sale of her 17.51-acre tract in Blythewood. Plaintiff refused to respond to Ann Marie for several months other than by text, but the text messages made clear her position that the land option contract was revoked. In July 2023, Ann Marie sent a check to Plaintiff in the amount of \$450.00,⁶ which he returned without comment.
44. By letter dated January 3, 2024, Plaintiff attempted to exercise the land option contract, by way of a letter from his attorney, with full knowledge that Ann Marie had voided the land option contract, and she did not agree to Plaintiff's plans to develop the property in direct contravention with her wishes. Plaintiff's attempt to enforce the land option contract knowing Ann Marie had voided it made his attempt to enforce the land option contract a violation of his duties as Ann Marie's former attorney.
45. Plaintiff's counsel stated in the January 3, 2024 letter that it would "prepare the closing documents for the transaction" and suggested a closing of the sale in the middle of January, 2024.
46. Plaintiff filed suit against Ann Marie on February 7, 2024, seeking specific performance of the land option contract. Filing suit against Ann Marie in an attempt to enforce a void land option contract was an additional abuse of the prior relationship between Plaintiff and Ann Marie. Plaintiff had more than enough information in his possession by that time to

⁶ I am informed and believe that Ann Marie did not recall, when she sent the check, the exact amount Plaintiff had paid her for the land option.

know that the land option contract had been revoked (if it ever was valid), that his relationship with Ann Marie had polluted the independence of the land option contract, and the land option contract was likely not enforceable.

47. Ann Marie hired counsel to represent her, and upon doing so, her counsel sent a letter dated March 6, 2024 expressly voiding the land option contract again and tendering the return of the \$500 earnest money deposit.
48. Nonetheless, Plaintiff continued to insist the land option was valid, and he also disclosed to his counsel an easement that crossed Ann Marie's property that tied part of his family's land to a road that could be used for ingress and egress for a housing development. With full knowledge of his misconduct, Plaintiff moved forward with his plans to force Ann Marie to comply with the land option.
49. The standard of care for an attorney requires the attorney to act, without exception, in the best interests of the client. Using the existence of the attorney-client relationship to initiate a land sale proposal during the time of the representation requires that the attorney give full disclosure to his client of the possibility or actual conflict between them, and he is required to disclose in writing his advice for the client to seek independent counsel regarding the transaction.
50. Plaintiff did none of that.
51. In my professional opinion to a reasonable degree of certainty, Plaintiff deviated from the standard of care owed by attorneys to their clients when he:
 - a. Initiated discussions with Ann Marie about a business transaction intended to benefit him personally without advising her to seek independent counsel while he was also representing her.



- b. Failing to advise Ann Marie to get independent advice regarding the enforceability of the deed restriction in her deed to the 17.51 acres, the potential tax consequences, the price, burden of future zoning issues, the financial terms of the land option contract, and/or failing to advise her to get independent advice on those and other topics.
- c. Continuing discussions with Ann Marie about a business transaction intended to benefit him personally after Ann Marie shared emotional and heart-wrenching information about her feelings related to the property in the context of the attorney-client relationship between Ann Marie and Plaintiff, which should have alerted Plaintiff to the fact that Ann Marie was under emotional pressure and needed independent advice in order for her to engage in an arms-length transaction regarding the property.
- d. Took advantage of Ann Marie, who was his client and to whom he owed the highest duty of care and loyalty.
- e. Departed from his duty of loyalty, fairness by using Ann Marie, who was his client, to enrich himself and his family to Ann Marie's detriment.
- f. Failing to disclose to Ann Marie the plans Plaintiff had with his family to add Ann Marie's land to larger parcels owned by Plaintiff and his family to make a large and lucrative land deal with Mungo Homes.
- g. Departed from his duty of loyalty, fairness and reason after Ann Marie verbally voided the land option contract upon learning that Plaintiff intended to violate his promises to Ann Marie regarding the use that would be made of the property after Plaintiff resold the property to Mungo Homes.



- h. Continued to attempt to enforce the land option contract despite knowing that it was against public policy, had been voided, and was the result of a violation of his fiduciary duty to Ann Marie, arising from the confidential relationship of attorney-client that existed between them at the time Plaintiff initiated a discussion about his interest in purchasing the subject property.
- i. In failing to fully disclose to Ann Marie his intentions regarding the property prior to preparing a land option contract for her signature.
- j. In failing to properly advise Ann Marie regarding the legal significance of terms used in the land option contract and failing to disclose his own personal plans to enrich himself and his family by using Ann Marie's property as part of a larger sale to Mungo Homes.
- k. In refusing to accept the return of a deposit of money that was never actually paid to Ann Marie, since the land option contract prohibited her from accepting the \$500.00 payment as her own funds.
- l. In failing to advise Ann Marie to seek real estate professional assistance prior to engaging with Plaintiff in a transaction that affected her ownership of real property, especially since Plaintiff was acting as Ann Marie's legal counsel at the time.
- m. In using his knowledge of Ann Marie's assets, which he learned in the course and scope of his representation of her in the domestic action, to his own advantage and causing harm to Ann Marie.
- n. In preparing a land option contract that gave no consideration to Ann Marie.



- o. In attempting to enforce a void land option contract that he knew or should have known was void, especially after Ann Marie voided it.
 - p. Failing to ensure Ann Marie had independent legal advice and professional real estate advice prior to entering into the land option contract.
 - q. In depriving Ann Marie of the value of her real estate through wrongful acts;
 - r. In taking action to devalue the real property that Ann Marie did not contract to sell;
 - s. In using client information to profit for himself individually, which also harmed his client, Ann Marie.
 - t. There are so many deviations from the standard of care that the undersigned reserves the right to supplement this affidavit.
52. As a direct and proximate result of the multiple deviations from the standard of care that Plaintiff owed to Ann Marie, she has been and will continue to be damaged.
53. It is also my opinion that Plaintiff has breached his fiduciary duty to Ann Marie, separately from the duties he owed her as her lawyer. Because Plaintiff and Ann Marie had a familial relationship and Plaintiff undertook her legal representation when she was especially vulnerable, then exploited it for his own purposes separate and apart from the duties he owed to Ann Marie as her counsel, the breach of his fiduciary duties to Ann Marie are extreme in nature.
54. This affidavit is necessarily limited by the information available to me at this time and I Reserve the right to amend, edit or withdraw this affidavit should I determine the facts to be other than I have stated them to be.



Desa Ballard
Desa Ballard

Sworn and Subscribed before me this
26th day of August, 2024

W C Allen Jr
William C. Allen, Jr.
Notary Public for Georgia
My commission expires: 11/9/2024



Exhibit A

Curriculum Vitae
DESA BALLARD, ESQUIRE

CONTACT INFORMATION

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desab@desaballard.com
www.desaballard.com

EDUCATION:

Juris Doctor - 1983
University of South Carolina School of Law

Bachelor of Arts (Journalism) - 1980
University of South Carolina
Magna cum Laude, Phi Beta Kappa

**PROFESSIONAL
EXPERIENCE:**

Ballard & Watson, Attorneys at Law
West Columbia, South Carolina - 1997 - present.

Adjunct Professor, University of South Carolina School of Law
Columbia, South Carolina - Advanced Legal Profession. 2003 -2015.

Barnes, Alford, Stork & Johnson, L.L.P. (Of Counsel)
Columbia, South Carolina - 2000 - 2003.

Ness, Motley, Loadholt, Richardson & Poole -
Charleston, South Carolina - Partner. 1987 - 1997.

Chief Justice J. B. Ness, South Carolina Supreme Court - Law Clerk to Chief Justice. 1985 - 1987.

South Carolina Supreme Court - Staff Attorney. 1984 – 1985.

Honorable Ralph King Anderson, Jr., Florence, South Carolina. Circuit Court Law Clerk. 1983 - 1984.

**BAR
MEMBERSHIPS:**

South Carolina Supreme Court
District of Columbia Bar
United States District Court, District of South Carolina
Third, Fourth, Fifth, Eighth, Tenth Circuit Court of Appeals
United States Supreme Court

PROFESSIONAL ACTIVITIES:

South Carolina Trial Lawyers Association

Chairman, Ethics & Professionalism Committee, 1996 - 2007
 Co-Editor, The Bulletin Magazine - 1993 - 1996
 Member, Technology Committee, 1994 - 1996
 Vice Chairman Amicus Committee, 1989 - 2000
 Board of Governors, 1990 - 1993
 Chairman CLE Committee, 1989 - 1992
 Vice Chairman Publications Committee, 1989 - 1990
 Vice Chairman CLE Committee, 1988 - 1989

South Carolina Bar

Member - Professional Responsibility Committee, 1994 – 2011;
 Chairman 1997-98.
 Member, Lawyers Helping Lawyers 1995 – present.
 Editorial Board, South Carolina Lawyer Magazine,
 1993 - 1994.
 Member - Ethics Advisory Committee, 1991 - 1999.
 Member - Continuing Legal Education Committee,
 1991 - 1992.
 Member – Unauthorized Practice of Law Committee
 2011- 2019.

South Carolina Administrative Law Judges Advisory Rules Committee 1994 - present.

South Carolina Criminal Practice Rules Committee 1987 - 1992.

South Carolina Judicial Council, Family Court Rules Subcommittee - 1986 - 1988.

Editorial Board - A Guide to South Carolina Legal Research South Carolina Bar CLE Division (1991).

Other Memberships:

Center for Professional Responsibility
 Association of Professional Responsibility Lawyers
 South Carolina Association of Ethics Counsel
 (Founding Member and Chairman)

PUBLICATIONS:

*A Force To Be Reckoned With - The South Carolina Delegates to the
 Constitutional Convention* Co-Author with J. B. Ness - published by the
 National Conference of Chief Justices, 1993.

Tearing Down the Spider's Web - The Deceptive Practice of Lawyer Bashing Co-author with J. B. Ness - South Carolina Trial Lawyer's Bulletin, Spring 1990.

South Carolina Jurisprudence - South Carolina Bar Encyclopedia. Contributing author on the topic of appellate practice, 1990.

Do The Write Thing - Quarterly column on legal writing in the South Carolina YLD Bar Tab, 1991 - 1993.

Punitive Damages Today - South Carolina Lawyer, January- February 1992.

Punitive Damages Today Part II - They're Back - South Carolina Lawyer, January - February 1994.

Brother, Can You Spare a Dime? - South Carolina Trial Lawyers Bulletin, Spring 1995.

Dicta from Desa - South Carolina Lawyers Weekly, 2009-2011.

TEACHING:

South Carolina Bar - CLE Division

Approx. 3 - 4 seminars per year 1986-2019, various topics

Legal Ethics and Practice Program (LEAPP) – Ethics of Trust accounting 3 seminars per year 2009-2012.

South Carolina Trial Lawyers Association

Chair, moderate and speak at annual convention seminar on Ethics and Professionalism, 1996 - 2007.

Other various educational presentations,

Including Mecklenburg County Bar Association, Administrative Law Judge Association, numerous Title Insurance Company seminars, Paralegal Associations, Technical College classes, York County Bar Association, Richland County Bar Association, Anderson County Bar Association, Hilton Head Island Bar Association; Probate Bench and Bar; SC Public Service Commission, SCAEC annual ethics seminar.

University of South Carolina School of Law: 2-week annual seminar on the S.C. disciplinary process in Advanced Professional Responsibility, 1993 – 2003.

CIVIC ACTIVITIES:

Mental Health Association of South Carolina

Board Member - 1997 to 1999.

AWARDS:

South Carolina Lawyers Weekly
Hall of Fame (2018)
Leadership in Law (2017)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CIVIL ACTION NO. 2024-CP-40-00827
	)	
Kellum W. Allen,	)	
	)	
Plaintiff,	)	AFFIDAVIT OF PLAINTIFF
	)	KELLUM W. ALLEN
v.	)	
	)	
Ann Marie Watson,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED BEFORE ME KELLUM W. ALLEN, who, after being duly sworn, deposes and says that:

1. This Affidavit is offered in opposition to Defendant's Motion for Partial Summary Judgment. I am the Plaintiff in this action seeking specific performance of a land option contract (attached as Exhibit A) I entered into with Defendant for sale of a property owned by Defendant.

I. MY PERSONAL BACKGROUND

2. I was admitted to the South Carolina Bar in 1976. I served as an assistant, then deputy public defender from 1976 – 1978 in Greenville County. Since that time, I have been in private practice and then served as a Family Court Judge for the Eleventh Judicial Circuit for sixteen (16) years. I now consider myself semi-retired with my practice limited to mediation.

II. PERTINENT FACTUAL BACKGROUND OF THIS CASE

3. The property in question is part of the Allen Family Original Properties located near Blythewood, SC. The Original Properties consisted of numerous tracts accumulated by Hiram S. Allen and Annie Lou Allen during the 1900's. They were the grandparents of both me and the Defendant. The Allen family Original Property consisted of two (2) distinct locations. One (1) was the original "Home Place" near where my parents and the Defendant's parents had their homes. The second location is what the family has always called the "Creek Place/Big Pond." It consists entirely of undeveloped timberland. The "Home Place" and the "Creek Place/Big Pond" are two (2) separate locations approximately two (2) miles apart.

KW

4. Following the death of our grandfather in 1960 and our grandmother in 1984, their two (2) children and heirs, H.S. Allen, Jr. (my father) and Ann Joye Allen Mullis (the Defendant's mother) decided to consolidate each's property by transferring tracts from joint ownership to sole ownership to simplify the overall ownership into Allen property and Mullis property. This was done in 1988.

5. Included in these transfers was the 17.51-acre tract, which is the subject of this case and has road frontage. In 1988, that tract was owned by my father, and the Mullis family owned a similar sized tract (without road frontage) which was exchanged for the Allen family 17.51-acre tract.

6. Simultaneously, in order to compensate for the loss of road frontage, an express easement was executed by all parties that gave the Allen Family an absolute right to develop the easement "to Richland County standards" so that the road access to Lawhorne Road would be preserved for any future development plans by the Allen family. (See Easement as Exhibit B)

7. My brother and I bought two (2) additional tracts that were adjoining the Allen property which provided a second road access should the property be sold. The net effect was to give the Allen family two (2) road access points for the purpose of satisfying potential development needs in the future. One access (1) on Grover Wilson Road and one (1) access on Lawhorne Road.

8. Thirty-three (33) years later as the owners of the Allen Family property involved in this case, my brother, Hiram S. Allen, III; my sister, Barbara Allen Coker; and I decided to sell our properties contained in the Allen tracts and hired Ben Kelly to broker the marketing and sale. We signed a listing contract with him on July 27, 2021.

9. Sometime in 2022, Ben Kelly advised me potential buyers/developers he was talking to preferred to have, if possible, a closer access to Lawhorne Road than our property afforded. Ben felt this could enhance the marketability of our property and asked me if I knew Ann Marie Watson. I told him she was my cousin and one (1) of Ann Joye's four (4) children. He asked if I thought she would consider selling the property. I replied that I did not know but would ask. The tract now in dispute, which was part of the Mullis property from 1988, was gifted to the Defendant in 2010 by her father following her parents' divorce.

10. I subsequently talked with the Defendant, told her our plan was to consolidate and sell our property through a commercial broker, and asked if she would consider selling. At no time was there any suggestion that I wanted the property for personal use. The Defendant said she would think about it and let me know.

11. Several months went by and Ben asked me if the Defendant had made a decision. I said I had not heard any response from her and I would follow up. I called her and she said she would let me know her decision.

12. On August 3, 2022, she responded with an email stating "Hi. \$12,000/acre is my asking price. Ann Marie." The next day she sent a second email laced with ugly, hateful language directed towards numerous people, which she followed up minutes later with a third email stating that I charged her mother too much for her divorce. (See her 4 emails with my reply as **Exhibit C with emphasis added**). The part that appalled me most was her allegation "out of the blue" that I had charged her mother, my Aunt, too much money in her divorce case from her father in the mid 1990's. The facts were that I had referred Ann Joye to attorney Tom McCutchen for divorce representation. Mr. McCutchen was perhaps the most highly regarded member of the Richland County Bar.

13. Because Ann Joye could not afford to hire a private investigator upon Mr. McCutchen's recommendation to prove her husband's adultery and needed funds for his retainer fees, I gave her the needed funds and moreover helped her with the necessary discovery and paperwork to minimize her lawyer's needed time and expenses. I stated these facts to Defendant in no uncertain terms.

14. Frankly, at that point, the Defendant's attitude and conduct had reached its limit with me. In her email, she chose to continue with our land option contract, which we did, but I knew then why her siblings had warned me about dealing with her; warned me how she "turns on a dime," and how she is "a piece of work."

15. The land option contract was signed a few days later; it set forth \$500 in consideration to her, and was a straightforward document, which was provided me by Ben Kelly. The Defendant sent me a copy of the deed on the property that mentioned an animal burial ground. I forwarded that along to the

broker for his and any buyer's information. There was no discussion about its legal effect, and I certainly made no representations to her or my broker about its preservation. That would be an issue for any subsequent buyer who would be assigned the contract purchase rights from me. At no time did the Defendant express any desire to preserve the cemetery, but rather was telling me about it so that I could tell any potential buyer. I had no personal knowledge of the cemetery, whose it was, or anything about it. In fact, it is now clear to me that she viewed the cemetery as important to her brother, his family, and her other siblings from whom she is estranged, and she decided to go forward with the contract with me, rather than insisting on some preservation of the cemetery. Subsequently, the Defendant has attempted to flip the cemetery issue as emotionally important to her, which instead was seized upon by her as an opportunity to antagonize her family. See Exhibit C where Defendant says, "But you've asked me to roll over on our family, something I never thought I would do. I'm going do it (*sic*). I gave you a price."

16. All the basic elements of a contract are met in this simple transaction. The undisputed facts are that I expressed an interest in an option on the property. The Defendant made me an offer and named her asking price. Her offer was accepted by me without any negotiation or discussion whatsoever. This is a simple contract. Because there was no attorney-client relationship existing at the time of this contract, there would be no fiduciary relationship in existence. Moreover, my role in that simple negotiation of an offer to buy the tract; a sales price named by the Defendant; and an acceptance by me demonstrates no complications that would suggest a breach of fiduciary duty even if it had existed.

17. Subsequently, our family entered a contract to sell our property to the Mungo company, who had previously been purchased by Berkshire-Hathaway. The contract was completed on April 4, 2023 and included purchaser's right to our option contract with the Defendant until its expiration on February 15, 2024.

18. In February 2023, the Defendant again "turned on a dime" and started demanding to terminate the contract and sent repeated profane and vulgar emails to me together with her social media campaign against me and my family. On February 10, 2023, she included my wife in one of her nasty

emails. I resolved at that moment to have absolutely no further direct contact with her. And I have not, even though she continued her nasty, profane emails to me.

19. I hired Randy Davis to be my attorney to pursue the option on my behalf in early 2024. The Defendant refused to sell per the contract and instead, called Mr. Davis several times with her usual hate-filled language. Mr. Davis filed suit on my behalf to enforce the contract. The Defendant has hired an attorney and brought counterclaims against me which allege that she has been manipulated and deceived and that she should be allowed out of the contract. Her email to me of April 20, 2022 expresses satisfaction with my representation to the extent that she inquired about being on a retainer with me and my son at the law firm. I told her then that is not an arrangement that we would be interested in and, in fact, had never done for any client. I told her that if she had legal issues that would be in an area of our practice, we would consider it, but that anything that would require travel to Greenville would be out for me and perhaps for my son. An example of her inquiring about representation was on February 9, 2019 when she called me and stated she had been fired as a nurse anesthetist at her hospital and was adamant about taking legal action against her former employer. Our office has never handled an employment type claim, and I did not like the sound of the details, so I referred her to a labor law firm whom she could contact if she so chose.

20. It is not pleasant to deal with anyone on this level, however I have been left with no alternative but to defend myself. So, I ask for the Court's patience to allow me to respond to all of the Defendant's attacks.

III. DEFENDANT'S CLAIMS OF BREACH OF FIDUCIARY DUTY AND VIOLATION OF RULE 1.8 OF THE SCRPC

21. While it is difficult to discern exactly what legal arguments Defendant is advancing in her Motion for Partial Summary Judgment and supporting Affidavit, it seems that some of Defendant's claims rely on an assertion that I was Defendant's lawyer at the time Defendant and I entered into our land option contract.

22. When the Defendant initially contacted me about representation in 2016, I recommended she contact Tom Traxler of the Greenville Bar or Ben Stevens of the Spartanburg Bar. Although the

Defendant is my cousin, we are 18 years apart in age and interacted on a seldom basis at the occasional family reunion. I am 73 and she is 55.

23. She called back and said that they did not take her case and asked me again if I would. I agreed at that time. She sued her husband for divorce on adultery and he counterclaimed against her for a divorce on habitual intoxication and adultery. It quickly became clear this was going to be a bitter divorce case with custody of the children as a major issue and a substantial and complex marital estate with multiple businesses to untangle. I had to also constantly tamp down the drama which the Defendant regularly inflamed with her social media postings. I had no details about her conduct from her family and after representing her on the divorce, it became apparent to me in bits and pieces of the estrangement between the Defendant and numerous members of her family, but I deliberately did not seek details from them and attempted to remain in a civil relationship with the Defendant as the years went by.

24. My representation of Defendant ended June 30, 2017 when her Divorce Decree was filed with the Clerk of Court in Greenville County. My retainer agreement with Defendant for her divorce case (which is attached in full in Defendant's Exhibit B to her Affidavit) states in pertinent part:

"SCOPE OF REPRESENTATION

This agreement is for representation of Client through the trial of the case in Family Court. This agreement does not cover post-trial motions or appeals. If same are requested by Client and recommended by Attorneys, a new agreement will be executed and additional funds will be required by Attorneys."

25. In this present matter, she has accused me of greed. Please note I unilaterally reduced her total bill by one-third (\$14,962.21).

26. Five years later, on April 20, 2022, Defendant emailed me to describe an issue that had arisen between Defendant and her ex-Husband, Chuck Watson. Chuck was alleging to Defendant that he had inadvertently overpaid her per certain terms of their Decree.

27. This email is attached hereto in pertinent part as **Exhibit D (emphasis added)**, and this is apparently the point at which Defendant claims she and I resumed an attorney-client relationship.

28. I responded to Defendant's email by calling her, and the conclusion was there was nothing to be done.

29. The matter was dormant for several months. Then on June 23, 2022, Chuck's divorce counsel reached out to me about it. At that point, Defendant and I spoke again.

30. The Defendant's initial email (Exhibit C) to me stated, "I assured him [Chuck] that if I owed it to him that I would most certainly pay it." The Defendant simply asked me to check the accuracy of the math contained in the Divorce Decree, which she and her ex-husband negotiated without lawyers' input, and because she did not want to speak with Chuck, she wanted me to convey her answer. After confirming with Defendant, I informed Chuck's divorce counsel in an email of July 14, 2022 (Exhibit E) that Defendant advised me she would reimburse Chuck as requested. As far as I was concerned, this ended the matter. In her Affidavit in Support of Summary Judgment, Defendant conveniently leaves out that she concluded to accept her ex-husband's proposal for reimbursement.

31. These additional communications did not constitute a new attorney-client relationship. No new retainer agreement was discussed nor signed (see scope of representation in Defendant's Exhibit B, page 2, which required same before an attorney-client relationship could be created). No fee was charged nor paid. Whatever my role in calculating this overpayment matter, it ended July 14, 2022.

32. I have no knowledge as to whether or not Defendant is making these payments to Chuck, but I assume she is doing so.

33. Sometime between July 31, 2022 and August 3, 2022, I followed up with Defendant at the request of Ben Kelly about her openness to sell the Blythewood tract in question pursuant to a land option contract. It was a brief conversation. She said she would let me know her decision and stated she considered herself "in the driver's seat" regarding this matter and had fully discussed it with her father, who was quite knowledgeable about Blythewood land values; hardly the mindset of someone at a negotiating disadvantage.

34. Defendant responded with an "asking price of \$12,000 per acre" on August 3, 2022. (See Exhibit C) As stated in paragraph 16 above, her offer was accepted by me without any negotiation or discussion whatsoever. The contract was signed by both parties and the \$500 was paid on or before August

15, 2022. This was almost exactly one month *after* my role ended in communicating Defendant's response to Chuck's inadvertent overpayment.

35. Between the middle of September and the middle of October, the Defendant's ex-Husband's attorney inquired about the status of the Defendant's payment, and in talking to the Defendant, she assured me the payment had been made per the email of July 14, 2022. I communicated that to the Defendant's ex-Husband's attorney, and he reconfirmed the case had been settled per my prior email and asked for a Consent Order. I told attorney Wilson I did not believe the Family Court Judge would entertain such an Order in a case that was never filed. I was proved correct on that and the request for a Consent Order was abandoned.

36. Defendant claims in her Affidavit that I delayed providing her the developer's sketch plan upon her request. This is not true. I provided that to her after I got permission from the broker and the buyer to send the sketch plan. It was sent on February 10, 2023, which is one day after she first emailed me asking for it on February 9, 2023.

IV. DEFENDANT'S CLAIMS OF INSUFFICIENT AND/OR LACK OF CONSIDERATION

37. Defendant's only other argument for her request for partial Summary Judgment is based on an alleged lack of consideration. In addition to the legal grounds contained in Plaintiff's Brief supporting my position that Defendant had *ample* consideration, as shown in Exhibit C where you can see Defendant was the party who set the sales price of the property, I accepted her offer with no negotiation whatsoever. \$210,120 was (and is) a fair price. As the Court can see from attached Exhibit F, this 17.51 acres is encumbered with a massive powerline easement which would indisputably and substantially reduce the value of the tract. It was agreed between Defendant and me that I would draft the necessary contract documentation, which was nothing more than a two-page option contract in straightforward language.

38. Defendant's claim in her Affidavit that she "refunded" the \$500 I gave her in consideration of the purchase option is baffling since I could not request the \$500 be returned any more than she could

deny that I had such an option to purchase.¹ In fact, Defendant acknowledged in an email to me on February 15, 2023, “I completely understand that I signed and accepted your money. If you are going to hold me to the letter of the law, please know that you will have to sue me if you don’t rectify this.” (see this email as **Exhibit G with emphasis added**).

39. It is also worth noting that Defendant, herself, and Chuck negotiated the terms of their final divorce settlement in 2017 against my advice in certain particulars. Specifically, I had counseled her that the Blythewood properties were pre-marital regarding 1 tract and gifted to her on the other 2 tracts. In my opinion, neither had been transmuted into marital property and should have been excluded from the marital estate, but she determined she wanted them included in her negotiations with her ex-husband. Her negotiations with her ex-husband included a determination that the Blythewood property, which is the subject of this present litigation, had a per acre value of \$7,500.

40. Furthermore, the Defendant sold an 11.28-acre tract in June 2021 to her sister, Beth, at a per acre price of \$4,877. This tract is located within sight of the Allen “Home Place,” whereas the subject of this land option contract is approximately 2 miles from the “Home Place” near the “Big Pond” or “Creek Place” location. Like her divorce settlement, the Defendant negotiated this transaction on her own, once again demonstrating her knowledge and confidence in dealing with her Blythewood properties.

41. Just like she did after entering into the land option contract with me, Defendant emailed profane and vulgar personal attacks to her sister after that deal. (See **Exhibit H with emphasis added**). It reached the point that this sister filed a police report with the Greenville County Sheriff’s Department.

42. I submit the above paragraphs demonstrate Defendant’s pattern of erratic behavior in entering into a contract with someone and then attacking them without provocation and in a very personal manner. I believe these paragraphs also speak quite directly toward refuting Defendant’s claim of insufficient consideration given that our land option contract will pay the Defendant \$12,000 per acre –

¹ For reasons that are unapparent to me, Defendant mailed me a check for \$450. Said check was not accepted by me, and in fact was returned to her by me.

considerably more than the per acre price she established in both of her two (2) previous Blythewood property land transactions.

43. In addition to the inaccuracies outlined hereinabove by Defendant, I have now reviewed the affidavit Defendant's expert Desa Ballard which contains numerous additional inaccuracies that I would need the benefit of a deposition or other discovery to effectively demonstrate to the Court. Discovery, however, has been on hold due to the pending motions by both parties.

V. CONCLUSION

44. In Defendant's tirade of follow up emails following both the present transaction and the transaction with her sister, Defendant makes it clear she is a "creative writer" who will "control the legacy" of her target. See Ann Marie's January 15, 2024 text to me as **Exhibit I (emphasis added)**. The Defendant's conduct toward me and her sister represents a pattern of the personal issues she alludes to in paragraph 12 of her Affidavit, where Defendant raises subjects dealing with her own personality and her clashes with her brothers and sisters. The Defendant has posted on Facebook since our contract was signed that her mother (my Aunt) "told" her not to sell the tract in question in this suit. (See **Exhibit J with emphasis added**) This is not possible because her mother has been deceased since September 5, 2019, more than four (4) years earlier.

45. Defendant does not contest that there was an offer and acceptance. In fact, I asked the Defendant if she wanted to sell the property and she said yes and named her price. It was accepted by me without negotiation of any kind. It was a more than fair price to her.

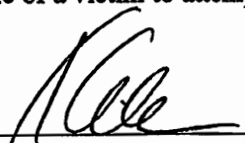
46. Whether this is a case of simply changing her mind and looking for someone to blame; hiring an attorney and now seeing a business opportunity; or simply enjoying the drama of it all, I do not know.

47. Defendant's initial Answer and Counterclaim arguing against performing her end of this contract claimed I had violated some ethical duty, which I believe is improper pursuant to Rule 407 – Scope [7] of the South Carolina Appellate Court Rules.. She has since altered her defense and/or counterclaims by claiming some professional negligence and "unfair trade practices" were committed by me, and that this

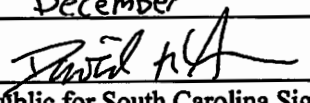
alleged negligence should somehow allow her to avoid her contractual obligations. I submit this an example of her aforementioned "creative writing," which is really just her effort to deny the truth.

48. Defendant is a highly trained and highly paid Nurse Anesthetist who has negotiated other property deals on her own, as recently as June 2021. In her affidavit, she claims that she was vulnerable in financial matters, but the Court should be aware that she walked away with half of a marital estate which was in excess of \$4.6 million.

49. I am disappointed to be in litigation with a member of my own family. Particularly with a family member that seems determined to cause harm to my reputation and standing with the Bar to the point she will fabricate events that did not take place and feign the role of a victim to attempt to gain the upper hand.


Kellum W. Allen

SWORN to before me this 8th day
of December, 2024


Notary Public for South Carolina Signature

David K. Allen
Notary Printed Name
My commission expires: 6/5/25

EXHIBIT A

ml

EXHIBIT A

Land Option

KNOW ALL MEN BY THESE PRESENT, That this 15 day of August, 2022 that, Ann Marie Watson (Seller) in consideration of the sum of Five Hundred (\$500.00) Dollars, to be held in her individual checking account does hereby grant, bargain and sell unto Kellum W. Allen (Purchaser), the right and option of purchasing at any time on or before the 15th day of February, 2024, the following described property:

ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 17.51 acres, more or less, as shown as plat prepared by Glenn Associates Surveying, Inc., entitled "CLOSING SURVEY FOR ANN MARIE WATSON," dated April 12, 2010 recorded on May 27, 2010 in Plat Book 1609 at Page 2333 in Richland County, South Carolina. Reference is hereby made to the above mentioned plat for a complete metes and bounds description thereof.

T.M.S.# R20700-03-04

at and for the total purchase price of two hundred ten thousand one hundred twenty (\$210,120.00) Dollars, payable as follows: \$500.00, above acknowledged and the further payment of (\$209,620.00) Dollars, in cash or by certified or cashier's check at closing.

And the said Seller does hereby represent that Seller is the owner in fee simple of the said premises, and has a full and perfect right to grant and sell this option, and Seller covenants and agrees that upon compliance by the said Purchaser or Purchaser's heirs, successors or assigns, with the terms of this option, Seller will convey the subject property at closing to Purchaser, Kellum W. Allen or his heirs, successors or assigns, in fee simple by a proper statutory general warranty deed, free from any and all encumbrances except as herein agreed to be assumed by Purchaser.

Upon written notice being given by the Purchaser during the period of this option of the intention of Purchaser to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding sixty (60) days, to allow time for examination of title, and preparation of closing documents.


Kellum W. Allen (initials)


Ann Marie Watson (initials)

P. 1 of 2

100

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Purchaser from using the property for commercial and/or residential development.

All real property taxes, assessments, and rents (as and when collected) are to be prorated to date of completion of sale.

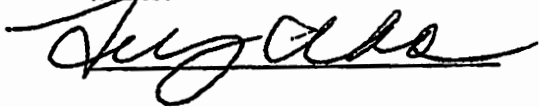
Seller shall pay for deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property.

This agreement constitutes the entire agreement between the parties and can only be changed by written agreement signed by the parties hereto.

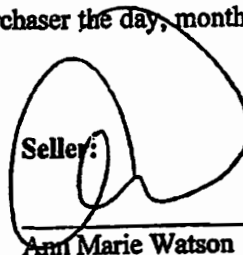
WITNESS the execution hereof by Seller and Purchaser the day, month and year above written.

Signed, Sealed and Delivered in the Presence of:

Witness:

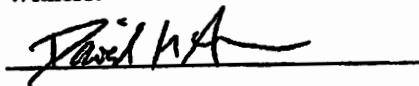


Seller:

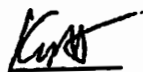


Ann Marie Watson

Witness:



Purchaser:


Kellum W. Allen

Kellum W. Allen (initials)

Ann Marie Watson (initials)

B2-12

km

EXHIBIT B

1/24

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)



EASEMENT

D0905 PAGE 007

REGISTERED
 1988 SEP 20 PM 4:51

THIS AGREEMENT made on the 1st day of September, 1988, by and between JAMES K. MULLIS and ANN JOYE MULLIS, party of the first part, and H. S. ALLEN, Jr., HIRAM S. ALLEN, III, KELLUM W. ALLEN and BARBARA LOUISE ALLEN, party of the second part.

WITNESSETH, that the party of the first part, for themselves, their heirs and assigns, in consideration of Five (\$5.00) Dollars, hereby grants and conveys to the party of the second part, their heirs and assigns, an easement in, to, upon and over the following:

An existing pasture dirt road accessing off Lawhorne Road in a southeasterly direction as shown on Richland County Tax Map #20700, on real property more fully described in deeds recorded in Deed Book 904, at page 993, for a 17.75 acre tract and Deed Book 904, at page 993, for a 116.6 acres tract, leading to tracts of 17.75 acres and 218.4 acres of party of second part.

Said easement is given for the purposes of ingress and egress and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the party of the first part, their heirs and assigns, or to others later granted a similar right.

The party of the second part, their heirs and assigns, covenants with the party of the first part, their heirs and assigns, the right to maintain, make necessary repairs, and improve (up to, and including, the road standards of Richland County), at their own expense.

To have and to hold the said right of way easement unto the party of the second part for perpetuity.

D0905 PAGE 007

141

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

WITNESSES

Patricia A. Carlini
William L. Wilson

PARTY OF THE FIRST PART

James K. Mullis
 James K. Mullis
Ann Joye Mullis
 Ann Joye Mullis

PARTY OF THE SECOND PART

Patricia A. Carlini
William L. Wilson

H. S. Allen, Jr.
 H. S. Allen, Jr.
Hiram S. Allen, III
 Hiram S. Allen, III
Kellum W. Allen
 Kellum W. Allen
Barbara L. Allen
 Barbara L. Allen

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named Party of the First Part and Party of the Second Part, sign and deliver the within Easement; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
 1st day of September, 1988.

William L. Wilson
 Notary Public for South Carolina
 My commission expires: 12/16/92

Patricia A. Carlini

EXHIBIT C

W

From: Ann Marie watson a.mwatson@hotmail.com
Subject: Re: Asking price
Date: August 4, 2022 at 12:29 PM
To: Kellum Allen kellumallen@gmail.com



That's actually lower than what I was going to ask. I thought about including the cost of my mother's emotional suffering.

You know she suffered panic attacks. Panic attacks stem from not speaking your mind. They come from sucking everything inside and not sharing your emotions and not standing up for yourself and letting people run over you. For instance, my father ran over her.

Do you know the elephants in the room I talked about before? Let me openly introduce a biggie to you....

Your brother fucked my mother over. He buried hazardous waste on family property within very uncomfortable distance from my mother's home. My home.

I rode my horse over there around the chemical plant smelling all those fumes, it never occurred to me that those could be hazardous. I was too stupid and naïve.

I bet I'm the first person from my family to even bring this up openly....It's time.

Hiram would come by once a week usually on a Wednesday for an obligatory visit. she would make him a hamburger every week. They visit. They had a nice time. You know she loved him as a child and always did. She could not bring herself to tell him what a piece of shit she thought he was for knowingly burying hazardous wastes near her home. She couldn't do it. I'm doing it for her.

Please understand I don't consider myself any better than anyone else. My poop stinks just as bad. But you've asked me to roll over on our family, something I never thought I would do. I'm going to do it. I gave you a price.

I wanted to justify why I'm asking what I'm asking, you should know it's for Ann Joye. And then I will take that money and try to preserve the Crankfield cemetery. In my opinion, you should make Hiram pay a larger portion.

Maybe you've snapped your head back reading this, wondering where the hell this came from. It came from my need to address reality. I watched my mother suffer and suck up all this stuff. She loved that farm. She loved what her father had made of that farm.

Hiram gives me the creeps. He always has.

Thanks,

Ann Marie Mullis Watson

From: Ann Marie watson
Sent: Wednesday, August 3, 2022 8:47:48 PM
To: Kellum Allen <kellumallen@gmail.com>
Subject: Asking price

HL
 \$12,000/acre is my asking price.

Ann Marie

KAY

lul

From: Ann Marie watson a.mwatson@hotmail.com
Subject: Re: Re:
Date: August 4, 2022 at 1:15 PM
To: Kellum Allen kellumallen@gmail.com



No worries. I'm sure It's a lot to pack in:)

From: Kellum Allen <kellumallen@gmail.com>
Sent: Thursday, August 4, 2022 1:11 PM
To: Ann Marie watson <a.mwatson@hotmail.com>
Subject: Re:

I have just seen your emails. I am holding a mediation today. I will call you when done probably late this afternoon.

Sent from my iPhone

On Aug 4, 2022, at 12:38 PM, Ann Marie watson <a.mwatson@hotmail.com> wrote:

She also thought you charged her too much for her divorce 🤔🤔🤔🤔

lcn

lcn

EXHIBIT D

pal

From: Ann Marie watson a.m.watson@hotmail.com
Subject: Touching base
Date: April 20, 2022 at 2:59 PM
To: Kellum Allen kellumallen@gmail.com



Hi. Hope you guys had a happy Easter! It was beautiful here.

Chuck contacted me via email. He says I owe him money. I had asked him previously not to contact me because it just makes me mad. I'm a much more peaceful person if I don't have to deal with him. Knowing he even thinks about me just triggers me. At any rate I told him to that if he thought I owed him money, he could assume it was not I was trying to hide it because I don't operate that way. I Assured him that if I owed it to him that I would most certainly pay it. But I would not discuss it with him and he could contact you.

I apologize I didn't talk with you first or before I extended that invitation. It sorta rolled off the tongue, so to speak.

But this brings me to something else that had been on my mind. Many times I feel like I would like to have an attorney on retainer, as a security net, for things just like this. I didn't want to be presumptuous and assume I can turn to you just because you handled my divorce and we are family. I don't want to take advantage of that, however I feel like I just did.

Would you or David be interested in being on retainer for me for this and future issues? Very few would be criminal, I would imagine.

I appreciate you.

1/14

EXHIBIT E

704

From: Kellum Allen <kellumallen@gmail.com>
Sent: Thursday, July 14, 2022 3:27 PM
To: David A. Wilson <dwilson@greenvillesclaw.com>
Subject: Re: Watson

David

Ann Marie to reimburse Chuck \$2500 per quarter commencing September 30, 2022 and the last day of each fiscal quarter thereafter until the \$41,616.67 is paid in full. Ends all equitable division claims. No interest. Own fees.

Let me know. Thanks.

Kellum

Chuck

2/28

EXHIBIT F

11/1

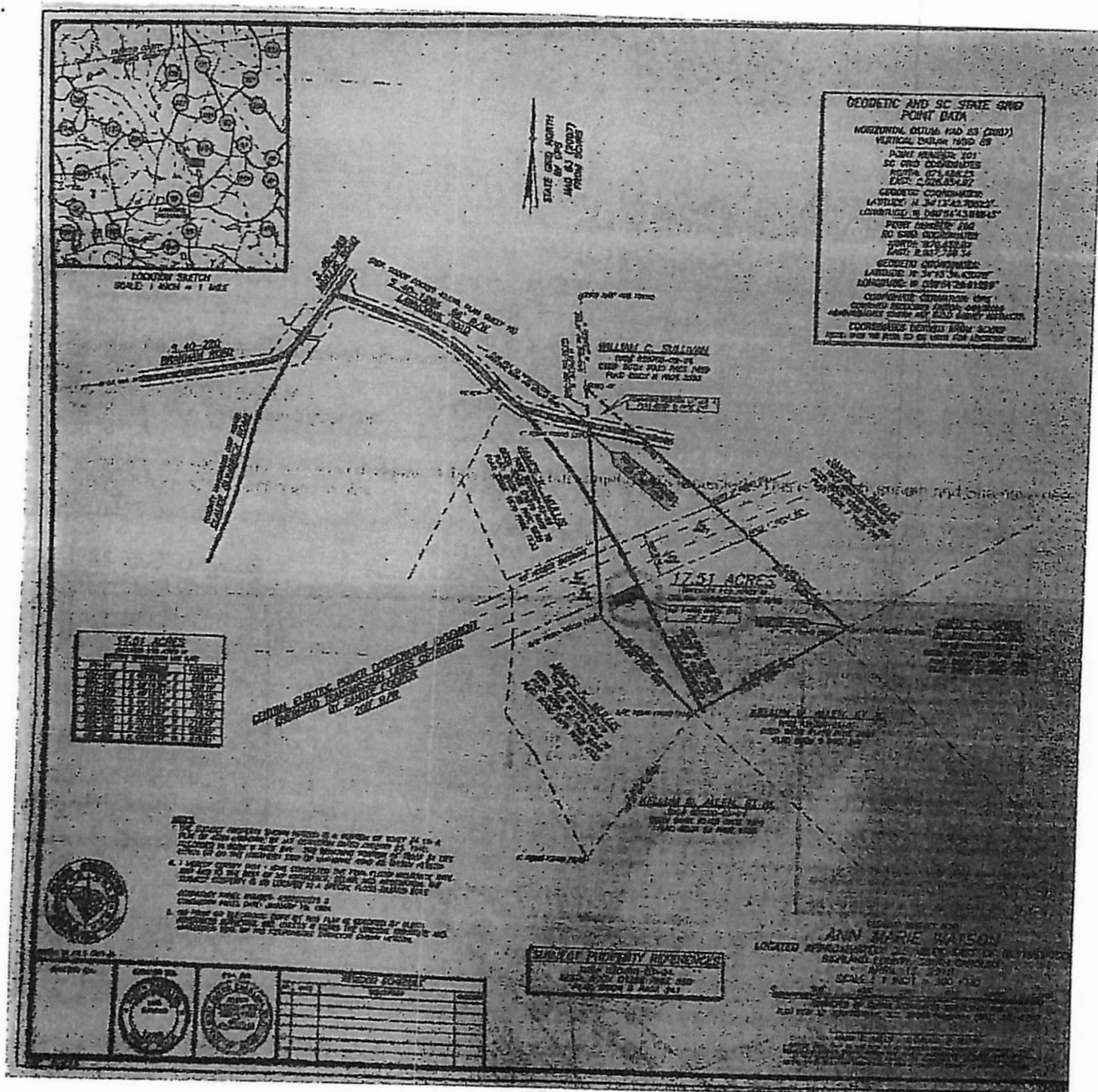


EXHIBIT G

164

From: Ann Marie watson <a.mwatson@hotmail.com>
Date: February 15, 2023 at 3:39:23 PM EST
To: Kellum Allen <kellumallen@gmail.com>

Hello.

You may be wondering where we go from here. I'm waiting on a new drawing from you indicating a protected cemetery and lot sizes that do not detract from the value of the surrounding properties and some sort of equestrian amenities. I will not participate otherwise.

I completely understand that I signed and accepted your money. If you are going to hold me to the letter of the law, please know that you will have to sue me if you don't rectify this. I will not participate in this level of rape of our ANCESTORS LEGACY. It's kind of like burying hazardous waste and screwing up the land values and health of the people remaining living in the area. You see the analogy don't you? Y'all are something else.

Let me know if I need to lawyer up.

Ann Marie Mullis Watson

Kell

EXHIBIT H

161

From: Ann Marie watson
Sent: Friday, December 2, 2022 8:39:47 AM
To: beth moore <beth@mooreorless.net>
Subject:

Good morning sunshine!

Do you ever think about your childhood? Do you ever think about my childhood? Do you ever think about daddy? Do you ever think about daddy's childhood?

I'm told he contacted you sometime before he died and it did not go well, because apparently you refuse to give him any sort of forgiveness. The man came to you searching for forgiveness and peace, and you refuse to give it to him because you have a tiny little shit heart.

I don't know when your time is coming. I won't be there. But if you have any thoughts running through your head, I want you to think about what a piece of shit you are, and how you went out of your way to hurt people because of your spite and I want that to weigh on you so much that you can't breathe. I want you to be filled up with a nasty bitch you are. I want you to think about your resentment for me. I want you to think about how the fact that you hold all those resentment, and how they radiate from you like a cloud of fetid dust.

And then I want you to rest, assured that the situation that I just described to you Will be your legacy. I'm a creative writer And a painter in my free time. I'm very creative. I know how to utilize social media. Maybe I'll wait for your obituary and amend it for you. Oh, you'll love it.

If you and I ever come face-to-face again, you better Find you somebody to stand behind real quick

Take care have fun!

heavy
Thanks,

Ann Marie Mullis Watson

AMW
/lw

EXHIBIT I

1661

Thanks

Dec 7, 2022, 1:03 PM

Hey please give me a call. Thanks. Kellum

I will. Will
Be later this afternoon



Feb 10, 2023, 4:05 PM

Can you give me a call

Delivered

Mon, Jan 15, 10:31 AM

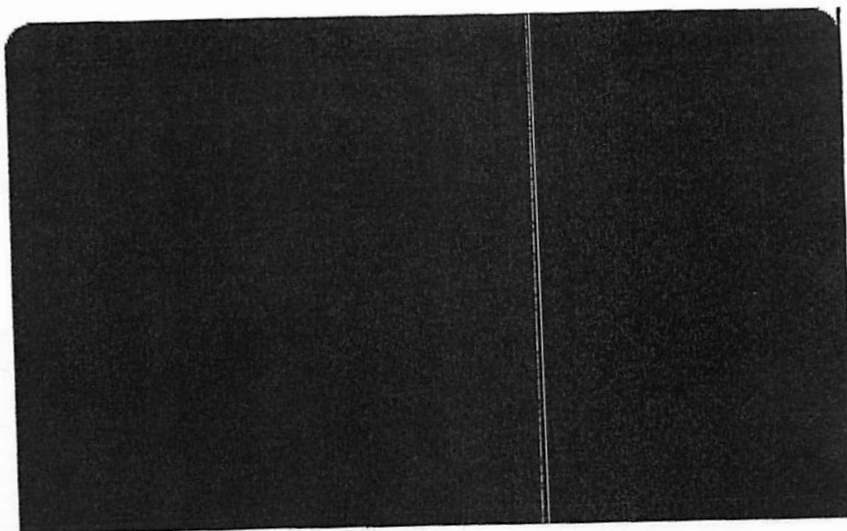
It's hard choosing between greed and integrity, isn't it?

You aren't the first to struggle with it.

Let's see how you deal with it. What is your legacy gonna look like?

Do you want me controlling the narrative of your legacy?

Sun, Feb 11, 3:33 PM



10/11

10/11

EXHIBIT J

lw

02



Ann Marie Mullis Watson

I'd like everyone to know that Kellum Allen and Hiram Allen and Barbara Allen are suing me (Ann Joye Allen's daughter) to sell them land so they can build a subdivision on our ancestral property. They need access to the road so fire trucks and ambulances can get in and out. Mama advised me to tell everyone. She kept everything bottled up when she was alive but now that she's passed away, she has the benefit of hindsight. Now she knows how to call out a snake now, even though they are family. She told me to do it for her because she spent so much of her life Being run over by them. Ask Hiram how the toxic waste levels are. 😊

Just now Like Reply

1w

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
	)	Civil Action No.: 2024-CP-40-0827
Kellum W. Allen,	)	
	)	
Plaintiff,	)	AFFIDAVIT OF BARBARA M. SEYMOUR
	)	
vs.	)	
	)	
Ann Marie Watson,	)	
	)	
Defendant.	)	

The Affiant, Barbara M. Seymour, an attorney licensed and in good standing in South Carolina and Georgia, states as follows:

1. I make this affidavit in reliance on the documents provided to me regarding certain facts at issue in this case based on my understanding of the legal and ethical principles stated herein. I am making this affidavit and the opinions herein based on my experience as an attorney.
2. I have the requisite qualifications to give this affidavit. Those qualifications include:
 - a. I earned a Juris Doctor degree from the University of Georgia School of Law in 1993. I am an attorney licensed to practice law in South Carolina and Georgia and have been in good standing in those jurisdictions since 1993.
 - b. From 1993 to 2000, I worked as a trial lawyer in a plaintiff's practice that handled personal injury, products liability, and workers' compensation matters.
 - c. From 2000 to 2017, I worked as an investigating and prosecuting attorney for the Office of Disciplinary Counsel to the Supreme Court of South Carolina, including service as the Deputy Disciplinary Counsel from 2007 until 2017. The matters I handled for the Office of Disciplinary Counsel involved the capacity and professional conduct of lawyers and judges and the unauthorized practice of law.
 - d. Since 2017, I have been in private practice, focusing exclusively on matters involving legal malpractice, ethical compliance, lawyer and judicial discipline and incapacity, discovery disputes, Bar admissions and reinstatement, government

ethics, and the unauthorized practice of law. My practice includes providing expert witness opinions and testimony on issues involving the standard of care for lawyers and ethical compliance, including conflicts of interest, discovery abuse, and litigation misconduct.

- e. I have extensively read and studied articles, treatises, and other publications on legal ethics, professional misconduct, and the standard of care in legal matters. I have written articles, manuals, and other publications on a variety of topics related to the duties and practices of judges, lawyers, and paralegals. I have presented more than 350 continuing legal education programs and guest lectures at local, state, and national meetings and conferences on a variety of ethics-related topics.
 - f. As lead counsel, I have had approximately 130 opinions published by the Supreme Court of South Carolina. All of those cases involved the professional conduct and capacity of lawyers or judges.
3. In connection with the preparation of this affidavit, I have reviewed the following documents.
- Complaint, filed 02/07/2024
 - Answer and Counterclaims, filed 04/15/2024
 - Motion to Dismiss Counterclaims, filed 05/14/2024
 - Motion to Strike Certain Pleadings in the Answer, filed 05/14/2024
 - Amended Answer and Amended Counterclaims, filed 06/05/2024
 - Defendant's Memorandum in Opposition to Plaintiff's Motions, filed 09/19/2024
 - Motion to Dismiss Amended Counterclaims, filed 06/27/2024
 - Affidavit of Desa Ballard, filed 08/27/2024
 - Defendant's Motion for Partial Summary Judgment, filed 09/06/2024
 - Affidavit of Ann Marie Watson and exhibits, filed 09/06/2024
 - Memorandum in Support of Defendant's Motion for Partial Summary Judgment, filed 09/19/2024
 - Affidavit of Kellum W. Allen, dated 12/08/2024 and exhibits
4. For purposes of this affidavit and for the formulation of my opinions, I am assuming the facts set out in the Complaint and Affidavit of Kellum W. Allen.

5. It is my opinion to a reasonable degree of professional certainty based on my education, experience, and knowledge, that there was no active attorney-client relationship between Mr. Allen and Ms. Watson after July 2017 and, therefore, Rule 1.8(a), RPC, Rule 407, SCACR, did not apply to the land option contract between the parties.
- a. Mr. Allen's ethical and legal duties to Ms. Watson were limited after the representation in the divorce matter was concluded.

Contrary to the assertions in support of Ms. Watson's Motion for Partial Summary Judgment, the standard of care for a lawyer does not "require the lawyer to act, without exception, in the best interests of the client." There are a multitude of exceptions to the lawyer's obligation to act in the client's best interests.¹ Further, the lawyer's duty to act in the client's best interest is even more limited after the representation has ended. Rule 1.9, RPC, clearly defines the duties owed to former clients, which are limited to (1) avoiding representation adverse to the former client in related matters absent consent and (2) preserving client confidentiality. A lawyer's ethical and legal obligations under the Rules of Professional Conduct and other law are not absolute or perpetual. This includes the requirements of Rule 1.8(a), RPC, which do not extend beyond the period at which the lawyer is no longer representing the client.

A former client is not owed a general and unlimited ethical or fiduciary duty. The duties a lawyer owes a former client are limited in scope and duration. The South Carolina Rules of Professional Conduct related to duties lawyers owe to former clients set out the limitations on such duties. Specifically, lawyers are not generally

¹ For example, the client's interests are subsumed by the prohibition on assisting a client in criminal or fraudulent conduct in Rule 1.2(d), RPC; the ability of the lawyer to disclose confidential information to prevent certain consequences to third parties in Rule 1.6(b), RPC; the requirement to prevent or rectify submission of false testimony in Rule 3.3, RPC; and, the mandate that a lawyer withdraw from representation if the client persists in a course of action that would violate the Rules of Professional Conduct or other law in Rule 1.16(a)(1), RPC.

prohibited by law or ethical standards from acting against the interests of former clients. Although lawyers owe certain continuing and perpetual duties to former clients with respect to confidentiality and certain conflicts of interest, a lawyer may act contrary to other interests of a former client. As she was his former client, Mr. Allen did not owe Ms. Watson a perpetual duty to comply with Rule 1.8(a), RPC, in connection with the land option contract. Further, he did not owe her a general duty of loyalty once his representation of her ended.

- b. Mr. Allen's representation of Ms. Watson ended in July 2017 when the legal matter for which he was retained ended.

When a client hires a lawyer, the scope of the representation is determined by mutual understanding. The client and lawyer might agree that the representation will end at a given time or on the happening of a stated event (such as completion of a legal matter) or they might establish a continuing relationship where the lawyer will handle the client's legal matters as they arise. Restatement Third, The Law Governing Lawyers §31 cmt. *h.* (citing Restatement Second, Agency §§ 105 & 107) The agreement between the client and the lawyer defines the scope the representation. Pursuant to Rule 1.3, Cmt [4], RPC, Rule 407, SCACR, "[i]f a lawyer's employment is limited to a specific matter, the relationship terminates when the matter has been resolved." Absent an early termination of the representation by the client or the lawyer, when a lawyer is retained to bring a specific legal matter to its conclusion, the lawyer-client relationship ends when that legal matter is concluded. Where the scope of legal services is expressly limited by a written agreement between the client and the lawyer, the lawyer-client relationship ends when the lawyer has completed the contractually-contemplated services or when the representation ends as provided for in the agreement.

Neither the Rules of Professional Conduct nor the law of legal malpractice and fiduciary duty create a lawyer-client relationship in perpetuity. This is particularly the case when the representation is expressly limited in scope, the objectives stated in the representation agreement have been met, and there has been no

mutual assent to extension of services.

Whether a lawyer-client relationship has ended is a question of fact. In this case, the contract specifically identified not only the scope of the representation, but also the circumstance that would trigger an end to the lawyer-client relationship: "through the trial of the case in Family Court." Here both Mr. Allen and Ms. Watson clearly understood that the representation would end with the conclusion of the divorce action in the Family Court. That matter was concluded in June 2017, when the agreement of the parties was accepted by the court and the divorce decree was issued.

A claim for legal malpractice does not arise from conduct that occurs after the lawyer-client relationship ends. A legal malpractice action requires evidence of a duty, which does not exist once the lawyer-client relationship ends. It follows that the lawyer's conduct after the termination of representation does not establish a breach of any negligence duty. A determination that there was no lawyer-client relationship at the time of the conduct in question ends the possibility of liability for negligence based on such a relationship.

The same can be said for fiduciary duties that arise from the lawyer-client relationship. Absent an agreement with the client or a specific obligation established by law,² the lawyer's fiduciary duty to the client ends when the representation ends.

- c. Mr. Allen's follow-up assistance to Ms. Watson subsequent to July 2017 did not reestablish an active attorney-client relationship.

Once the lawyer's representation of the client ends, the lawyer does not have an ongoing responsibility to assist the client in issues related to the prior

² For example, Rule 1.16 of the Rules of Professional Conduct obliges a lawyer to refund unearned fees and deliver legal documents to a former client. See also, Rule 1.9, RPC, setting out the limited scope of the lawyer's ongoing but limited duties of loyalty and confidentiality owed to former clients.

representation. However, lawyers routinely answer questions and provide documents to former clients or contact third parties on behalf of former clients in relation to concluded legal matters as a courtesy. Such follow-up activities related to completed matters do not necessarily extend or resume the lawyer-client relationship, even if those activities are at the request of or inure to the benefit of the former client. Follow-up activities do not automatically extend the lawyer-client relationship unless they are part of a current or ongoing relationship. Further, the lawyer's willingness to respond to such requests from a client does not create a perpetual lawyer-client relationship that would be subject to the obligations and restrictions of the Rules of Professional Conduct. The question turns on whether the follow-up activity is performed pursuant to a current, as opposed to a former, lawyer-client relationship. Where the lawyer's follow-up activities are provided as a courtesy, incidental to the prior engagement, the client is a former client.

Ms. Watson's legal matter was finite, ending with the issuance of the divorce decree as expressly contemplated by the fee contract with Mr. Allen. Mr. Allen was not Ms. Watson's attorney for general purposes. He did not represent her in any other legal matters. When she had a question about the calculation of the parties' financial obligations three years after the representation ended, Mr. Allen answered her question. When an issue arose about a possible overpayment five years after the representation ended, Mr. Allen briefly interceded at Ms. Watson's request and the issue was resolved. When Ms. Watson's ex-husband claimed she missed a payment, Mr. Allen clarified the situation.

Mr. Allen engaged in these follow-up activities without charge, as a courtesy to Ms. Watson. Neither party legitimately contemplated the representation would extend beyond issuance of the divorce decree, certainly not indefinitely. It would be untenable to perpetually extend legal, ethical, and fiduciary duties beyond the limited obligations set forth in Rule 1.9.³ Certainly if incidental post-representation

³ That is not to say that such follow-up activities do not have to be undertaken with competence and diligence; however, the claims of Ms. Watson do not allege errors or

assistance was determined to extend or re-establish the lawyer-client relationship, lawyers would refuse to provide former clients with such assistance without a new representation agreement and renumeration, all to the detriment of former clients.

- d. Mr. Allen did not represent Ms. Watson in the land option contract transaction in August 2022.

In support of her counterclaims and Motion for Partial Summary Judgment, Ms. Watson suggests that she relied on the advice of Mr. Allen in entering into the land option contract because he was her lawyer. In fact, Mr. Allen did not undertake to represent Ms. Watson in the transaction in question and he provided her with no legal services in that regard. For a lawyer-client relationship to exist, both parties must intend for the lawyer to provide, and for the client to receive, legal advice or assistance. Without such mutual intention there is no lawyer-client relationship. 1 S.C. Juris. Attorney and Client §18.

Two things have to happen for an attorney-client relationship to form. First, the purported client must manifest to the lawyer her intent that the lawyer provide her with legal advice or services. A person becomes a client when she seeks legal services or advice by communicating in confidence with a lawyer for the purpose of obtaining such services or advice. Second, the lawyer must reciprocate the intent to provide such services or advice. A lawyer-client relationship is created when the lawyer undertakes to perform a particular legal service for the client.

In this case, Ms. Watson would have had to take some action that demonstrated that she communicated with Mr. Allen for the purpose of providing her with legal advice in connection with the land option contract and that she intended to employ him for that purpose. In addition, Mr. Allen would have had to reciprocate that intent. Neither of those things happened in this case. A lawyer-client relationship is not assumed, it is created only by the mutual consent of the parties.

malpractice in the performance of the incidental assistance Mr. Allen provided to her many years after her divorce was final.

7



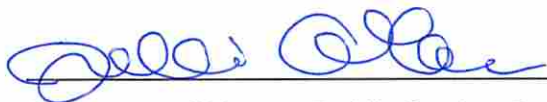
There is no evidence that Ms. Watson sought Mr. Allen's legal advice regarding the land option contract or that she was relying on his services as a lawyer in that transaction. He asked if she was interested in selling the property. She said she would think about it. He contacted her a second time asking if she would sell and explaining that he and his siblings intended to have the land developed. She replied with a sales price. He accepted her price and sent her a contract to sign. There were no negotiations between them. She did not ask any legal questions and he did not provide her with any legal advice. She was aware that she could hire an attorney to represent her, obviously, because she had sold real property with the assistance of attorneys in the past. Ms. Watson gave no indication that she was relying on Mr. Allen's advice or services as an attorney in the transaction.

Again, a legal malpractice action must be based on legal representation. Without a lawyer-client relationship, there can be no legal malpractice. Further, general fiduciary duties that arise from a lawyer-client relationship end when the relationship ends.

6. My expert opinions are based on the information provided to me at this time. The opinions in this affidavit are subject to supplementation, clarification, and modification if and when further evidence or issues are presented to me.


Barbara M. Seymour, Affiant

SWORN TO AND SIGNED in my presence
on December 10, 2024.



Signature of Notary Public for the State of South Carolina

Julie Coleman

Printed Name

My commission expires: 4/10/2029

STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from Richland County
Court of Common Pleas

Patrick C. Fant, III, Circuit Court Judge

Appellate Case No. 2025-000614
Civil Action No. 2024-CP-40-00827

Kellum W. Allen,Respondent,

v.

Ann Marie Watson,Appellant

PROOF OF SERVICE

I hereby certify I have served the RECORD ON APPEAL on December 3, 2025,
by email only addressed to the following party of record, James Randall Davis, Esq.,
Randy@OldCourthouse.com, Counsel for Respondent, Kellum W. Allen.



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